

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

	)	Chapter 11
)	
	)	Case No. 19-76260-ast
	)	Case No. 19-76263-ast
In re:	)	Case No. 19-76267-ast
	)	Case No. 19-76268-ast
Absolut Facilities Management, LLC, <i>et al.</i>	)	Case No. 19-76269-ast
	)	Case No. 19-76270-ast
Debtors. ¹	)	Case No. 19-76271-ast
	)	Case No. 19-76272-ast
)	
	)	(Jointly Administered)
)	

**NOTICE OF DEBTORS' INTENT TO POTENTIALLY
ASSUME AND ASSIGN CERTAIN SUPPLEMENTAL
UNEXPIRED LEASES AND EXECUTORY
CONTRACTS AND SETTING FORTH THE CURE AMOUNTS**

PLEASE TAKE NOTICE that on November 22, 2019, Absolut Facilities Management, LLC and its affiliated debtor entities (collectively, the “**Debtors**”), debtors and debtors-in-possession in the above-captioned cases (the “**Chapter 11 Cases**”) filed with the Bankruptcy Court their Motion of the Debtors for Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Selection of a Stalking Horse Bidder, (C) Approving Bid Protections, (D) Scheduling Auctions and Hearings to Consider Such Sale of Assets, (E) Approving Assumption and Assignment Procedures Related to Such Sale, and (F) Approving the Form and Manner of Related Notice; and (II)(A) Authorizing the Sale of Such Assets Free and Clear of Liens, Claims, Encumbrances, and Interests (Except for Assumed Liens and Liabilities), (B) Authorizing and Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection With Such Sale and (C) Granting Related Relief [Docket No. 269] (the “**Sale Motion**”).

PLEASE TAKE FURTHER NOTICE that on December 18, 2019, the Bankruptcy Court entered the order approving the Motion [Docket No. 323] (the “**Bidding Procedures Order**”), which among other things, established bidding procedures (the “**Bidding Procedures**”) relating to the assumption and assignment of Contracts and Leases of the Debtors.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: Absolut Facilities Management, LLC (1412); Absolut Center for Nursing and Rehabilitation at Allegany, LLC (7875); Absolut Center for Nursing and Rehabilitation at Aurora Park, LLC (8266); Absolut Center for Nursing and Rehabilitation at Gasport, LLC (8080); Absolut at Orchard Brooke, LLC (1641); Absolut Center for Nursing and Rehabilitation at Orchard Park, LLC (8300); Absolut Center for Nursing and Rehabilitation at Three Rivers, LLC (8133); and Absolut Center for Nursing and Rehabilitation at Westfield, LLC (7924).

PLEASE TAKE FURTHER NOTICE that on February 5, 2020, the Bankruptcy Court held a hearing approving and authorizing the Sale to RCA Healthcare Management, LLC (“**RCA**”).

PLEASE TAKE FURTHER NOTICE that the Debtors are parties to various executory contracts and unexpired leases and, pursuant to the Bidding Procedures Order, the Debtors intend to assume and assign certain of such contracts and leases to RCA upon the closing of the Sale(s) (collectively, the “**Contracts and Leases**”).

PLEASE TAKE FURTHER NOTICE that you have been identified as a counterparty to one or more of the Contracts and Leases. The Contracts or Leases with respect to which you have been identified as a counterparty, and the corresponding proposed cure amount (the “**Cure Amount**”) which the Debtors have identified as necessary to cure defaults and/or provide compensation or adequate assurance of compensation for defaults arising prior to the Petition Date are set forth on **Schedule 1** annexed hereto.

PLEASE TAKE FURTHER NOTICE that the Debtors believe that any and all defaults (other than the filing of these Chapter 11 Case) and actual pecuniary losses under the Contracts and Leases can be cured by the payment of the Cure Amount.

PLEASE TAKE FURTHER NOTICE that the assumption and assignment of any Contract or Lease and payment of any Cure Amount shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary, upon the consummation of the relevant Sale.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the assumption and assignment of any Contract or Lease, or the proposed Cure Amount with respect to such Contract or Lease must: (a) be set forth in writing describing the basis therefor; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules; and (c) and must be filed with the Bankruptcy Court electronically so as to be actually received on or before **4:00 p.m. (prevailing Eastern Time) on May 25, 2020** (the “**Objection Deadline**”). Any such objection must set forth with particularity the basis for any such objection with appropriate documentation in support thereof and identify the Contract or Lease at issue.

PLEASE TAKE FURTHER NOTICE that if at any future time prior to the closing of the sale to RCA, the Debtors identify additional prepetition executory contracts and/or leases to be assigned to RCA, the Debtors shall serve a supplemental Cure Notice by first class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty (and its attorney, if known) to each supplemental Contract or Lease by no later than ten (10) days before the proposed effective date of the assignment. Each supplemental Cure Notice shall set forth the following: (i) the name and address of the contract counterparty, (ii) notice of the proposed effective date of the assignment (subject to the right of the Debtors and the Purchaser to withdraw such request for assumption and assignment of the Contract or Lease prior to Closing), (iii) identification of the Contract or Lease, and (iv) the Cure Amount, if any.

PLEASE TAKE FURTHER NOTICE that unless the contract counterparty or any other entity properly files an objection to the supplemental Cure Notice within ten (10) days of the date of the supplemental Cure Notice, the Debtors may assume and assign the Contract or Lease subject

to the occurrence of the Closing, without further order or notice of hearing. If an objection is filed and served within ten (10) days of the date of the supplemental Cure Notice, and the objection cannot be resolved consensually, such dispute shall be heard and resolved at the Sale Hearing or such other later date as may be set by the Court.

PLEASE TAKE FURTHER NOTICE that any counterparty failing to timely file an objection to a Cure Amount or the proposed assumption and assignment of a Contract or Lease shall be forever barred from objecting to the Cure Amount, from asserting any additional cure or other amounts against the Debtors, the Debtors' estates, or RCA with respect to its Contract or Lease, from challenging the assumption and assignment of such Contract or Lease in connection with the Sale, and will be deemed to consent to the Sale and the proposed assumption and assignment of its Contract or Lease.

PLEASE TAKE FURTHER NOTICE that if a non-debtor counterparty to a Contract or Lease files an objection to assumption or assignment, whether based on the Cure Amount, adequate assurance of future performance, or any other alleged cause or claim, then, to the extent the relevant parties are not able to consensually resolve the dispute prior to the Sale Hearing, such dispute shall be heard and resolved at a hearing to be set on such a date as may be set by the Court.

PLEASE TAKE FURTHER NOTICE that if no Cure Amount is due under the Contract or Lease, and the counterparty to such Contract or Lease does not otherwise object to the assumption and assignment of such Contract or Lease, no further action needs to be taken on the part of that counterparty.

PLEASE TAKE FURTHER NOTICE that RCA is not bound to accept assignment of any Contract or Lease, and may amend the schedule of Contracts and Leases at any time prior to closing.

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PLEASE TAKE FURTHER NOTICE that additional information is available on the website of the Debtors' claims and noticing agent, Prime Clerk at <https://cases.primeclerk.com/absolutcare/>. A copy of the Sale Motion, Bidding Procedures, and Bidding Procedures Order may also be obtained upon request to counsel for the Debtors at Loeb & Loeb LLP, 345 Park Avenue, New York, NY 10154 (Attn: Daniel B. Besikof) or dbesikof@loeb.com.

Dated: May 13, 2020
New York, New York

LOEB & LOEB LLP

/s/ Daniel B. Besikof

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Counsel to the Debtors

Schedule 1

COUNTERPARTY	COUNTERPARTY ADDRESS	EXECUTORY CONTRACT OR UNEXPIRED LEASE	CURE AMOUNT	PROPOSED EFFECTIVE DATE OF ASSIGNMENT
CIT Bank NA	c/o Bankruptcy Processing Solutions, Inc. PO Box 593007 San Antonio, TX 78259	Leases: 0380017649000***	\$0	Sale Closing Date
CIT Bank NA	c/o Bankruptcy Processing Solutions, Inc. PO Box 593007 San Antonio, TX 78259	Lease: 0380018040000***	\$0	Sale Closing Date
Signature Financial LLC	c/o David McGowan, VP, Director of Portfolio Management 225 Broadhollow Road Suite 132W Melville, NY 11747	Purchase Money Security Interest: 112990001***	\$0	Sale Closing Date
Sterling National Bank	c/o Foster & Wolkind, P.C. 80 Fifth Avenue Suite 1401 New York, NY 10011	Contract: 001-0133898-001***	\$0	Sale Closing Date
Sterling National Bank	c/o Foster & Wolkind, P.C. 80 Fifth Avenue Suite 1401 New York, NY 10011	Contract: 041-0134291-00***	\$0	Sale Closing Date
777 Equipment Finance LLC	600 Brickell Ave, 19th Floor Miami, FL 33131	Contract 4120-37696	\$0	Sale Closing Date
777 Equipment Finance LLC	600 Brickell Ave, 19th Floor Miami, FL 33131	Contract 4120-38161	\$0	Sale Closing Date
777 Equipment Finance LLC	600 Brickell Ave, 19th Floor Miami, FL 33131	Contract 4120-38162	\$0	Sale Closing Date
777 Equipment Finance LLC	600 Brickell Ave, 19th Floor Miami, FL 33131	Contract 4120-38163	\$0	Sale Closing Date
777 Equipment Finance LLC	600 Brickell Ave, 19th Floor Miami, FL 33131	Contract 4120-38164	\$0	Sale Closing Date